

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANTS: Peled et al.
SERIAL NUMBER: 10/767,064 EXAMINER: Not Yet Assigned
FILING DATE: January 29, 2004 ART UNIT: 1642
FOR: EX-VIVO EXPANSION OF HEMATOPOIETIC STEM CELL POPULATIONS IN
MONONUCLEAR CELL CULTURES

MAIL STOP MISSING PARTS

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

**PETITION FOR FILING PATENT APPLICATION
WHEN AN INVENTOR REFUSES TO EXECUTE UNDER 37 C.F.R. § 1.47(a)**

1. Pursuant to 35 U.S.C. § 116 and 37 C.F.R. § 1.47(a), the undersigned hereby petitions to allow each of the signing inventors to make this application on his or her behalf well as on behalf of the non-signing inventor, Oren Rosen. Applicants have attached a declaration in support of 37 C.F.R. § 1.47 filing ("Declaration") signed by Sol Sheinbein of Ehrlich & Partners, patent counsel for Gamida Cell Ltd. Applicants also enclose the fee set forth in 37 C.F.R. § 1.17(h).

2. The inventors of the invention claimed in the above-referenced application are Tony Peled, Avi Treves and Oren Rosen, as identified in the unexecuted Combined Declaration and Power of Attorney that was submitted at the time this application was filed. Co-inventor Oren Rosen refuses to execute the Combined Declaration and Power of Attorney for this application. As required, Applicants enclose herewith copies of counterparts of the Combined Declaration and Power of Attorney form executed by the other co-inventors.

3. Gamida Cell Ltd. employed Oren Rosen (as well as the other co-inventors), at the time the invention claimed in the present application U.S.S.N. 10/767,064, filed January 29, 2004, which claims the benefit of PCT/IL03/00681, filed August 17, 2003, which claims the benefit of PCT/IL03/00064, filed January 26, 2003, which claims the benefit of IL 152904, filed November 17, 2002; PCT/IL03/0062, filed January 23, 2003; U.S.S.N. 60/452,545, filed March 7, 2003; U.S.S.N. 60/404,145, filed August 19, 2002; U.S.S.N. 60/404,137, filed August 19, 2002, was conceived and reduced to practice. A copy of a Gamida Cell Ltd. employment agreement executed by Oren Rosen on July 1, 2001, is attached to this petition.

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Under this agreement Oren Rosen is obligated to execute any and all applications for domestic and foreign patents covering inventions conceived, made, or discovered during the course of his employment.

4. The declaration sets forth the pertinent facts demonstrating that Oren Rosen has refused to sign any patent applications for his former employer, Gamida Cell Ltd. The Exhibits to the declaration include correspondence between Sol Sheinbein and Robert Sheinbein of Ehrlich & Partners, patent counsel for Gamida Cell Ltd. and Oren Rosen and Oren Rosen's legal representative, Avner Mausevitz, about this application (U.S.S.N. 10/767,064, filed January 29, 2004) and related patent applications owned by Gamida Cell Ltd., and his refusal to execute the formal papers for this application and any patent applications owned by Gamida Cell Ltd.

5. Thus, based upon the record of correspondence to date set forth in the Declaration, Oren Rosen has refused and continues to refuse to execute the Combined Declaration and Power of Attorney and to make application as a joint inventor of the present application.

6. Under the requirements set forth under 37 C.F.R. § 1.47, the last address of Oren Rosen known to the undersigned is:

714 Moshe Kol Street
93 715 Jerusalem
Israel


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U.S.S.N.: 10/767,064

Based upon the pertinent facts presented herein and in the Declaration, the undersigned hereby respectfully requests that application for the above-identified invention be made by each of the signing co-inventors on his or her behalf and on the behalf of the nonsigning co-inventor, Oren Rosen. To that end, the undersigned, on behalf of the signing co-inventors, respectfully requests consideration and grant of this petition for filing the patent application by less than all of the co-inventors pursuant to 37 C.F.R. § 1.47(a).

Should the Commissioner have any questions concerning this petition, he is invited to telephone the undersigned at the number provided.

Respectfully submitted,

Dated: November 12, 2004


Ivor R. Elrifi, Reg. No. 39,529
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Attorneys for Applicants
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Tel: (617) 542-6000
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Customer No.: 30623

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DECLARATION IN SUPPORT OF 37 C.F.R. § 1.47 FILING

I, Sol Sheinbein, declare that:

- (1) I am employed as a Patent Agent at Ehrlich & Partners and having a mailing address
at Ayalon Tower, 15th Floor, 11 Menachem Begin Street, Ramat Gan, 52521, Israel;
- (2) Ehrlich & Partners is responsible for seeing that the Combined Oath, Declaration and
Power of Attorney and Assignment documents for patent applications filed on behalf
of Gamida Cell Ltd. employees are fully executed and filed with the United States
Patent and Trademark Office;
- (3) Gamida Cell Ltd. has retained the Boston, Massachusetts law firm of Mintz, Levin,
Cohn, Ferris, Glovsky and Popeo, P.C., to prepare and file the above-captioned
United States patent application on its behalf;
- (4) Oren Rosen, Ph.D. ("Dr. Rosen") is a named co-inventor for the subject matter
described in the above-captioned patent application;
- (5) Dr. Rosen was previously employed by Gamida Cell, Ltd. and at the time of Dr.
Rosen's employment, he executed an Agreement in which he agreed to assign his
"entire rights, title and interest worldwide in and to the Inventions and in all

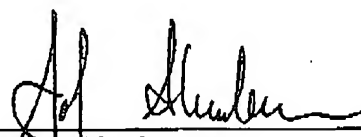
intellectual property rights based upon the Inventions” to Gamida Cell, Ltd., and agreed “to execute all documents and take all steps necessary to assign to the Company and/or assist the Company to obtain the exclusive and absolute rights, title and interests in and to all Inventions, whether by the registration of patent, trademark, trade secret and/or any other applicable legal protection” (these obligations are contained in section 10 of the attached true copy of the Personal Employee Agreement as executed by Dr. Rosen on July 1, 2001);

- (6) On August 11, 2004, I personally caused a true copy of the above-identified patent application and Combined Oath, Declaration and Power of Attorney document, fully filled out for Dr. Rosen’s signature, to be sent via Registered Mail of the Israeli Postal Service to Dr. Rosen’s current address of 14 Moshe Kol Street, 93 715, Jerusalem, Israel. I also personally caused a copy of these documents to be sent to Advocate Avner Manusevitz, who represents Dr. Rosen. Dr. Rosen did not execute and return any documents;
- (7) Dr. Rosen has previously refused to execute any “documents” related to patent applications naming him as an inventor, including Combined Declaration/Power of Attorney and Assignment documents conveying his rights in inventions to Gamida Cell, Ltd., and has requested all further contact be directed to Advocate Manusevitz;
- (8) Advocate Manuzsevitz previously stated on October 8, 2003 that Dr. Rosen is not willing to cooperate with Gamida Cell, Ltd. with regard to any patent applications;
- (9) Although Dr. Rosen has received all the documents, Dr. Rosen has refused and continues to refuse to execute the Combined Declaration, Oath and Power of

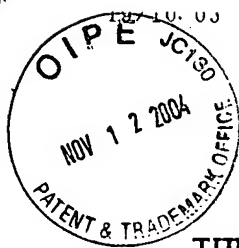
Attorney and the Assignment documents sent to him for the above-identified application.

- (10) All statements made in this Declaration are true, and further that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18, Section 1001 of the United States Code, and that any such willful false statement may jeopardize the validity of any United States Letters Patent resulting from the above-captioned United States patent application.

Date: November 10, 2004



Signature of Sol Sheinbein



PERSONAL EMPLOYMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this 1 day of July 2001, by and between Gamida Cell Ltd. of 5 Nahum Hafzadi Street, Jerusalem Israel (Registration No.: 51-260120-4) (the "Company"), and Oren Rosen (Israeli I.D. No 058310590) (the "Employee").

WHEREAS The Company wishes to employ the Employee, and the Employee agrees to be employed by the Company; and

WHEREAS The parties wish to regulate their relationship in accordance with the terms and conditions set forth in this employment agreement.

NOW, THEREFOR, the parties do hereby mutually agree as follows:

1. Employment

- 1.1. The Company shall employ the Employee and Employee hereby agrees to be employed by the Company on the terms and conditions contained in this Agreement.
- 1.2. Employee's employment with the Company shall commence as of 02.08.01 (the "Commencement Date of Employment") and shall continue until terminated in accordance with the provisions of Section 11 hereof ("Term").
- 1.3. Employee shall first be employed for a trial period of 3 months commencing on the Commencement Date of Employment (the "Trial Period").

2. Employee's Duties

- 2.1. Company hereby agrees to employ Employee and Employee hereby agrees to be employed by Company as Research and Development Chemist (the "Position").
- 2.2. During Employee's employment with Company in the Position, Employee shall be responsible for performing research and development activities, including technical activities, for the Head of Research and for the Product Development Group and shall report directly to the VP of R&D.
- 2.3. Employee shall perform all his duties within the Position, on a part time employment basis, provided however, that Employee acknowledges that in the event the Company shall, at its sole discretion, determine that it wishes to employ the Employee on a full time basis, Employee shall increase the scope of his employment accordingly.
- 2.4. During Employee's employment with the Company, Employee's primary responsibilities shall be as detailed in section 2.2 above as well as to serve in such offices or capacities of the Company (and/or any subsidiary of the Company) and provide such other services as the VP of R&D, Board of Directors of the Company (the "Board") or the CEO shall request. During the term of this Agreement, Employee shall perform and discharge well and faithfully all duties that may be assigned to him by the Company from time to time in accordance with this Agreement.
- 2.5. Employee shall be required to devote his entire work time (within the scope of work provided in section 2.3 above), energy, talent, working knowledge, experience, and best efforts to the business and affairs of the Company and to the performance of his duties hereunder.

- 2.6. Accordingly, Employee shall not assume any additional employment obligations unrelated to the Company (and/or any subsidiary of the Company) and shall not be retained as a consultant or advisor or contractor (whether or not compensated therefore) to any other business without the prior written consent of the CEO.

Upon the execution of this Agreement, Company has given its written consent in connection with certain employment / retainer obligations of Employee, in the form attached as Exhibit "A" hereto.

- 2.7. It is hereby acknowledged and agreed that the position of the Employee in the Company is a senior one, requiring a special degree of trust, and accordingly, the provisions of The Work and Rest Hours Law, 1951 and the regulations promulgated thereunder, relating to separate and/or additional payments in respect of additional hours or for working on the weekend or on national holidays, shall not apply to this Agreement.
- 2.8. It is hereby further stated that the Compensation is agreed herein on the mutual assumption that the Work And Rest Hours Law, 1951 is not applicable as aforesaid. If however, Employee or anyone on his behalf (including heirs) claims that the Work And Rest Hours Law, 1951 is applicable to Employee's employment under this Agreement, Company and Employee agree that the monthly salary payable to Employee shall be reduced to the amount equal to 70% of the Salary (as defined hereinafter) retroactive to the Commencement Date of Employment. In such case Employee shall return any excess payment received from Company, linked to the last Consumer Price Index ("CPI") published prior to the date on which all excess payments are actually returned by Employee to Company with the base index for each such excess payment being the last CPI published prior to the date on which each such payment was paid to Employee.

3. Compensation

- 3.1. Employee's monthly gross salary shall be seven thousands New Israeli Shekels (NIS 7,000) (hereinafter the "Salary").
- 3.2. The Salary shall be payable by no later than the ninth (9th) day of the calendar month following the calendar month of employment to which the payment relates.
- 3.3. In the event Company shall determine that it wishes to employ the Employee on a full time basis then as of that date, subject to the performance of Employee's duties under this Agreement on a full basis, Employee's monthly gross salary shall be increased to twelve thousands Shekels (NIS 12,000). All other benefits to which Employee is entitled under Section 3.5 shall be increased accordingly, as of the date of aforesaid increase of Salary.
- 3.4. Israeli income tax and other applicable withholdings with respect to the Salary shall be deducted from the Salary or all other payments to the Employee which are subject to withholding. The Salary and/or any adjustments thereto may be payable by the Company or by a parent company or a subsidiary or another affiliate of the Company. In the Company's discretion.
- 3.5. In addition to the Salary, Employee shall be entitled to all employee benefits, which are mandatory under applicable Israeli law. Currently, such benefits (and other non-mandatory benefits) to which the Employee shall be entitled are as follows:

3.5.1. Upon the completion of the Trial Period, Company shall contribute up to an additional amount of 15.83% of the Salary as premium on an manager's insurance policy (the "Manager's Insurance Policy"), which contributions shall be allocated as follows: 8.33% towards severance pay, 5% towards pension insurance and up to 2.5% towards disability insurance. Such contributions shall be made as part of a plan acceptable to both the Company and the Employee or as premiums on a manager's insurance policy. The Employee shall contribute an additional amount equal to 5% of the Salary to such plans or managers' insurance policy, and for that purpose Employee hereby irrevocably authorizes and instructs Company to deduct from his Salary at source, an aggregate monthly amount equal to 5% of the Salary to such Manager's Insurance Policy.

3.5.2. Upon the termination of the Employee's employment, the Company shall release to the Employee amounts then contained in such plans or the policies (including the Company's contributions), except that in the event of Termination for Cause (as hereinafter defined) those portions of such plans and policies constituting the Company's contributions, including those contributions towards severance pay, shall not be released to the Employee, and in the event of termination due to a material breach by the Employee of any provision of this Agreement not constituting a Termination for Cause, the Company's contributions towards Manager's Insurance Policy shall not be released to the Employee.

As used in this Agreement, the term "Termination for Cause" shall mean termination of employment as a result of the occurrence of any one of the following: (i) the Employee is found guilty of a dishonorable criminal offense; (ii) the Employee is in breach of his duties of trust or loyalty to the Company; (iii) the Employee deliberately causes harm to the Company's business affairs; or (iv) the Employee materially breaches the confidentiality and/or non-competition and/or non-solicitation provisions of this Agreement.

The Employee shall be responsible for any tax imposed on his in connection with the above plans or insurance policies and/or in connection with the Company's contributions thereto.

3.5.3. Upon the completion of the Trial Period, the Company shall contribute an an aggregate monthly amount equal to 7.5% of the Salary towards a study fund (Keren Hishtalmut), provided that said contribution does not exceed the applicable ceiling for tax credit and/or tax deduction purposes, in which case said contribution shall be up to the applicable ceiling. The Employee shall contribute an additional 2.5% towards such a fund.

3.5.4. In the event of Termination for Cause (as hereinafter defined) and in the event of termination due to a material breach by the Employee of any provision of this Agreement not constituting a Termination for Cause, the Company's

contributions towards Advanced Study fund shall not be released to the Employee.

The Employee shall be responsible for any tax imposed on him in connection with the above plan and/or in connection with the Company's contributions thereto.

3.5.5. The Employee shall be entitled to annual recreation pay (Dmey Havra-ah) in an amount to be determined in accordance with Israeli regulations in effect from time to time in relation to such recreation pay.

3.5.6. The Company shall reimburse the Employee for travel expenses to and from work in an amount equivalent to the cost of a monthly pass in use for public transportation to and from work (Chofshi Chodshi), at its rates may be, from time to time. In addition the company will reimburse the Employee for other work related travel expenses that arise periodically, as against receipts and/or other appropriate documentation furnished by Employee and approved by Company.

4. Stock Options

The Employee shall be eligible to participate in the Company's share option plan or plans effective during the term of the Employee's employment with the Company. The grant of stock options under any such share option plan, the timing thereof and the amount of options granted shall be at the sole discretion of the Board.

5. Vacation

5.1. The Employee shall be entitled to paid annual leave of 14 working days with respect to the first 12 (twelve) month period of his employment hereunder, said annual leave to be increased by one additional day for each 12 (twelve) month period thereafter, up to a maximum of 21 (twenty one) days paid annual leave, or up to the number of days paid annual leave as required by law.

5.2. Said annual leave shall be taken with adequate regard for the needs of the Company and in reasonable agreement with the Deputy Manager.

5.3. In the event that the Employee is unable to use all of his vacation leave during any particular year, then any unused vacation days from such year shall be accruable for one additional year only, after which the right to use them shall be lost.

6. Sick Leave

The Employee shall be entitled to sick leave in every calendar year during the continuance of this Agreement in accordance with Company policy and the legal requirements set forth in the Sickness Pay Law - 1976.

7. Proprietary Information and Confidentiality

7.1. The Employee is aware that, in the course of employment under this Agreement, he may have access to, and be entrusted with, information in respect of the business and

financing of the Company and its dealings, transactions and affairs, and likewise in relation to its affiliates, customers and suppliers, all of which information may be confidential. The Employee also acknowledges and agrees that the Company possesses and will continue to possess, acquire and develop information and technology that has been created, discovered or developed, or has otherwise become known to the Company, which information has commercial value in the business in which the Company is engaged. All of the above information, whether documentary, written, oral or computer generated, shall be deemed to be and referred to as "Proprietary Information", which by way of illustration, but not limitation, includes trade secrets, processes, formulae, data and know-how, improvements, inventions, techniques, products and/or technologies (actual or planned), marketing plans, strategies, forecasts and customer lists. Proprietary Information shall not include any of the foregoing which the Employee can establish by written records was known to him prior to the date of disclosure by the Company or is at the date of the Agreement or in the future becomes public knowledge as evidenced by published or generally available materials, other than by breach of this section. The foregoing obligations of confidentiality shall not apply to information required by law to be disclosed by Employee, provided that the Employee notifies the Company of such requirement as soon as practicable and prior to any anticipated disclosure.

- 7.2. The Employee agrees and declares that all Proprietary Information, patent applications, patents, copy rights and other intellectual property rights in connection therewith shall be the sole property of the Company and its assigns.
- 7.3. At all times, both during his employment by the Company and thereafter, the Employee will keep in confidence and trust all Proprietary Information and will not use or disclose any Proprietary Information without the written consent of the Company except as may be necessary in the ordinary course of performing the Employee's duties hereunder, and except and to the extent as may be required under any applicable law, regulation, judicial decision or determination of any governmental authority.
- 7.4. Without derogating from the generality of the above, the Employee agrees as follows:
 - 7.4.1. That he will not copy, transmit, reproduce, summarize, quote or make any commercial or other use whatsoever of the Proprietary Information without the prior written consent of the Company except as may be necessary in the performance of his duties for the Company;
 - 7.4.2. To exercise the highest degree of care in safeguarding the Proprietary Information against loss, theft or other inadvertent disclosure and generally to take all reasonable steps necessary to ensure maintenance of confidentiality;
 - 7.4.3. Upon termination of his employment, or as otherwise requested by the Company, to deliver promptly to the Company all of the Proprietary Information in whatever form, that may be in his possession or under his control and that he shall not retain or make copies thereof in whatever form.
- 7.5. The provisions of this Section 15 shall survive the termination of this Agreement.

8. Non-Competition and Non-Solicitation

- 8.1. The Employee hereby covenants with the Company that throughout the term of his employment hereunder, and thereafter during the period of twenty-four (24) months

following the effective date of termination of his employment howsoever arising, he will not, without the prior written consent of the Chief Executive Officer, engage in any capacity whatsoever, whether independently or as an employee, consultant or otherwise, directly or indirectly, through any corporate body or with or through others, in any activity competing directly or indirectly with the activities of the Company and its affiliates, as the same shall exist from time to time during his employment and thereafter as shall exist at the effective date of termination of his employment hereunder.

8.2. The Employee hereby further covenants with the Company that he will not at any time during the continuance of this Agreement and for a period of twenty-four (24) months following the effective date of termination hereof, whether on his own account or for others, in any way solicit, interfere with or endeavor to entice away from the Company or any of its affiliates any person, firm or company with whom the Company or any of its affiliates shall have any contractual or commercial relationship as a licensor, joint venture, supplier, customer, distributor, agent or other contractor of whatsoever nature existing or under negotiation on or before the effective date of termination of the Employee's employment hereunder.

8.3. Employee is aware of and acknowledges that his obligations, under this Section 8, are derived of his access to the Confidential Information, and that the Options granted to him according to Section 4 above constitute a special consideration given to the Employee in return for the aforesaid undertakings.

8.4. The provisions of this Section 8 shall survive termination of this Agreement.

9. Warranties and Representations

9.1. The Employee represents and warrants that as of the Commencement Date of Employment, defined hereinafter, he will be free to be employed by the Company upon the terms contained in this Agreement and that, subject to the execution hereof, there are no employment contracts, consulting contracts or restrictive covenants preventing full performance of his duties hereunder,

9.2. The Employee represents and warrants that he will not use during the course of his employment with the Company any trade secrets or proprietary information in such a manner that may breach any confidentiality or other obligation the Employee may have with any former employer(s).

10. Inventions

10.1. The Employee agrees to promptly and from time to time fully inform and disclose to the Company all inventions, designs, improvements and discoveries which he now has or may thereafter have during the term of his employment which pertain to or relate to the business of the Company or to any experimental work carried on by the Company, whether conceived by the Employee alone or with others and whether or not conceived during regular working hours (the "Inventions").

10.2. All Inventions shall be the exclusive property of the Company and the Employee shall not be entitled to any further compensation or reward in connection therewith other than as specifically set forth in this Agreement.

- 10.3. Without additional compensation or consideration, the Employee hereby assigns and will in the future assign to the Company or its designee(s), the entire rights, title and interest worldwide in and to the Inventions and in all intellectual property rights based upon the Inventions, and acknowledges and will in the future acknowledge the Company's full and exclusive ownership of intellectual property rights, both foreign and domestic, relating to the Inventions.
- 10.4. Employee shall, prior to or following termination of this Agreement, execute all documents and take all steps necessary to assign to Company and/or to assist Company to obtain the exclusive and absolute rights, title and interests in and to all Inventions, whether by the registration of patent, trade mark, trade secret and/or any other applicable legal protection, and to protect same against infringement by any third party. This provision shall apply with equal force and effect to all items that may be subject to copyright or trademark protection.
- 10.5. The provisions of this Section 10 shall survive termination of this Agreement and shall be and remain in full force and effect at all times thereafter.

11. No Conflicting Obligations

Employee shall not disclose to Company any confidential information or material belonging to a third party, including that belonging to any prior employer or contractor, unless Employee has first received the written approval of that third party, and presents such approval to Company.

12. Term and Termination

- 12.1. Either party may, at any time, during the Term, furnish the other party hereto with a written notice that this Agreement is terminated (the "Termination Notice"). The Termination Notice may be with or without cause and must be furnished to the other party, at least 30 days prior to the Termination Notice having effect (the "Notice Period"). The Termination Notice shall set forth both the date on which said notice is being furnished and the date on which the Termination Notice shall be effective.

Notwithstanding anything contained herein to the contrary the foregoing provisions shall not apply in the event that Employee had not completed at least 12 months of employment prior to the furnishing of such Termination Notice. In such case, the provisions of the Prior Notice of Termination of Employment by Employer and by Employee Law of 2001 (the "Prior Notice Law") with respect to the termination notice period shall apply.

- 12.2. In the event that a Termination Notice is delivered by either party hereto, the following shall apply:
- 12.2.1. During the Notice Period, Employee shall be obligated to continue to discharge and perform all of his duties and obligations with Company and to take all steps, satisfactory to Company, to ensure the orderly transition to any persons designated by Company of all matters handled by Employee during the course of his employment with Company.
- 12.2.2. Notwithstanding the provisions of Section 12.2.1 above to the contrary, by notifying Employee concurrently with or at any time after a Termination Notice is delivered by either party hereto, Company shall be entitled to waive

Employee's services with Company during the Notice Period or any part thereof and/or terminate the employer-employee relationship prior to the completion of the Notice Period; In such events Company shall pay Employee that sum equal to the compensatory payment as required by, and in accordance with, the Prior Notice Law.

For the removal of doubt, it is clarified that, in the event Company waives any and/or all of Employee's services with Company during the Notice Period as aforesaid, Employee shall, immediately, upon receipt of notice of such waiver, return to Company any and all equipment provided to him for purposes of the performance of his duties under this Agreement.

- 12.3. The provisions of Sections 11.1 and 11.2 above notwithstanding, Company, by furnishing a notice to Employee, shall be entitled to terminate his employment with Company with immediate effect where said termination is a Termination for Cause. In the event of such termination, without derogating from the rights of Company under this Agreement and/or any applicable law, Employee shall not be entitled to any of the consideration specified in Section 11.2 above and/or to Company's contributions to the Manager's Insurance Policy (Compensatory Payments Component and Severance Pay Component) and to the Advanced Study Fund.
- 12.4. Notwithstanding anything to the contrary in Section 11.2 above and without derogating from Company's rights pursuant to any applicable law, in the event that Employee shall terminate his employment with Company with immediate effect or upon shorter notice than the Notice Period, the provisions of Section 11.2 above shall not apply and Company shall have the right to offset the amount of compensatory payment to which Employee would otherwise have been entitled under the Prior Notice Law or any part thereof, as the case may be, from any other payments payable to Employee.
- 12.5. Upon termination of Employee's employment with Company, and as a condition to the fulfillment of Company's obligations, if any, towards Employee at such time, Employee affirms and undertakes to transfer his Position to his replacement, as shall be determined by Company, in an efficient, complete, appropriate and orderly manner, and to fulfill his obligations under sections 7.4.3 above.
- 12.6. In case of termination, due to any reason whatsoever, other than Termination for Cause or termination due to a material breach by the Employee of the Agreement not constituting Termination for Cause, as to which the provisions of subsection 3.5.2 shall apply, the Employee shall be entitled to the amounts accumulated in his managers' insurance policy and study fund as provided in Sections 3.5.1 and 3.5.4 above. Payments by the Company under this Section shall be in lieu of its statutory obligation to pay severance pay, if required, under Section 14 of the Severance Pay Law, 1963.

13. General Provisions

- 13.1. The parties acknowledge that no adequate remedy at law exists in which to enforce the terms and conditions of this Agreement. Therefore, in the event the Employee breaches

the confidentiality, non-compete or assignment of inventions provisions of this Agreement, the Company shall be entitled to injunctive relief (including the issuance of a mandatory injunction) prohibiting the continuing breaches of the Agreement or ordering the Employee to assign the Inventions.

- 13.2. The Company's failure or delay in enforcing any of the provisions of this Agreement shall not in any way be construed as a waiver of any such provisions, or prevent the Company thereafter from enforcing each and every other provision of this Agreement which were previously not enforced.
- 13.3. Company shall be entitled to offset from any and/or all payments to which Employee shall be entitled thereof, any and/or all amounts to which Company shall be entitled from Employee at such time; and for that purpose he hereby irrevocably authorizes and instructs Company to offset from any amounts which may be due or owing to him from the Company, all amounts to which Company shall be entitled from Employee at any time.
- 13.4. Any notice to be given to the Company under this Agreement shall be addressed to the CEO at the offices of the Company. Any notice to the Employee shall be addressed to his home address at 14 Moshe Kol Street, Jerusalem. Either party may designate a different address by notice in writing to the other party pursuant to this Section. Each notice and/or demand given by one party to the other pursuant to this Agreement shall be in writing and shall be either delivered by hand or sent by registered mail to the other party at the address stated in this Section or as otherwise notified pursuant to this Section, and such notice and/or demand shall be deemed given at the expiration of seventy two (72) hours from the date of mailing by registered mail in Israel or immediately if delivered by hand.
- 13.5. This Agreement shall be interpreted and construed in accordance with the laws of the State of Israel. The parties submit to the exclusive jurisdiction of the competent courts of Jerusalem in any dispute related to this Agreement.
- 13.6. Captions and paragraph headings used in this Agreement are for convenience only and shall not be used in the construction or interpretation thereof.
- 13.7. This Agreement supersedes all prior agreements and understandings between the parties as to its subject matter and is intended, to the extent allowed under the Israeli law, to override any statutory provisions related to the employment of the Employee by the Company.
- 13.8. This Agreement shall not be amended, modified or varied by any oral agreement or representation other than by a written instrument executed by both parties or their duly authorized representatives.
- 13.9. The provisions of this Agreement shall, where possible, be interpreted in a manner necessary to sustain their legality and enforceability. Without derogating from the foregoing, in the event that any one or more of the provisions contained in this

Agreement should be held invalid, illegal or unenforceable in any respect due to the fact that it is overbroad or insufficiently limited in time, the parties hereby authorize, to the maximum extent legally permissible, the tribunal interpreting such provision(s) to replace the invalid, illegal or unenforceable provision(s) with valid provision(s) the effect of which come as close as possible to that of the invalid, illegal or unenforceable provision(s). The validity, legality and enforceability of the remaining provisions contained herein shall in no way be affected or impaired as a result of any provision contained in this Agreement being held invalid, illegal or unenforceable in any respect.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year set forth above.

A. Tesser
GAMIDA CELL LTD.

Dr. Oren Rosen, PhD.

By: Ari Tesser
Name: President
Title: 2 CTO



EXHIBIT A

To:

Oren Rosen

Re: Written approval pursuant to Section 2.6 of the Employment Agreement dated 1-7-01 (the "Employment Agreement") between Oren Rosen (the "Employee") and Gamida Cell Ltd. (the "Company")

Dear Oren,

Further to your request, pursuant to section 2.6 of the Employment Agreement, to receive the Company's prior written approval to assume certain employment/retainer obligations, and based on your representations as to the identity of the person or entity with whom you wish to be employed or for whom you wish to provide services and your further representation that in being so employed or retained you shall not be in violation of any of your obligations towards the Company pursuant to the Employment Agreement, including, without limitation, your confidentiality and non-competition obligations, the Company hereby gives its approval as requested as to the continuation of the performance of any action or research which is currently conducted in connection with the issues related to the pending patent titled "Instant Degradation of Plastics into Soluble Non Toxic Products" and the pending patent titled "Design and Synthesis of Instant Degradable Plastics", provided however that such employment or retention shall not adversely affect the fulfillment of your obligations towards the Company, including, without limitation, pursuant to the Employment Agreement.

Sincerely,

[Signature] 8-6-01
CEO

Gamida Cell Ltd.

I, the undersigned, Oren Rosen (Israeli I.D. No 058310590) hereby confirm, that I have read this document and understand its contents and its significance, and I affirm and undertake to act in accordance with its provisions.

[Signature]
Oren Rosen



EHRlich & PARTNERS

Patent Attorneys

G. E. Ehrlich (1995) Ltd.

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Tania Hellman de Picciotto

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Financial Controller:
Aharon Ben-Ibgi

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Monika Richter

^a Also Registered in MI and USPTO
^b Registered as Agent in USPTO
^c Also Registered in Europe and Great Britain
^d Also Registered in USPTO
^e Also Registered in New York

11 August 2004

Via Certified Registered Mail
Return Receipt Requested

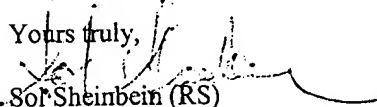
Dear Dr. Rosen,

Re : US Patent Application No. 10/767,064
By : PELED Tony, TREVES Avi, ROSEN Oren
For : Ex-Vivo Expansion Of Hematopoietic Stem Cell Populations In Mononuclear Cell Cultures
Our Ref.: 26736

The above identified application, copy attached, was filed on 29 January 2004 in the US Patent and Trademark Office (USPTO) and received Serial No. 10/767,064. You are identified as one of the named inventors. We have now received from the US associate the attached Notice to File Missing Parts dated 15 June 2004 which was issued by the USPTO. According to this document, we must now provide the USPTO with the attached Declaration and Power of Attorney form executed by all of the inventors no later than 15 August 2004, should extensions of time fees be avoided. The final date to respond to this Notice to avoid abandonment is **15 December 2004**. Please also find attached an Assignment for your signature.

Kindly execute and return these forms to us **immediately by fax to 03-612-7575, and preferably no later than 25 August 2004**. Please also send us the originals by mail.

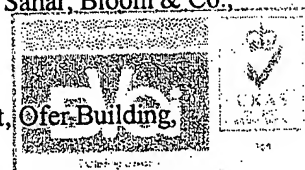
Should you have any questions regarding these documents, or require additional time to execute these documents, please contact me promptly and I will answer any questions you may have. Should you not sign the forms, please advise us immediately as well, and give the reason for your action.

Yours truly,

Sol Sheinbein (RS)
G.E. Ehrlich(1995) Ltd.
sol@ipatent.co.il

Cc: Adv. Avner Manusevitz, Law Offices of Manusevitz, Korrin, Kula & Co.,
13 Noah Mozes Street, Agish-Ravad House, 67 442 Tel Aviv

Cc: (without attachments):
Adv. Sigal Koren-Heldenberg, Law Offices of Berkman, Wechsler, Sahar, Bloom & Co.,
1 Azrieli Center, 67 021 Tel Aviv

Cc: (without attachments):
Mr. Ehud Marom, CEO, Gamida-Cell Ltd., 5 Nahum Hafzadi Street,
Givat Shaul, 95 484 Jerusalem





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רח' משה קול 14
ירושלים 93715

חותמת הדואר חתם הביר
12.08.04
759-0001



September 25, 2003

Re: Return of Mail from Attorney Gal Ehrlich

1. I am returning to you the material I have received from you in the mail.
2. Please approach Attorney Manusevitz in this matter.

- Dr. Oren Rosen

TRA 1897408v1

בס"ד

25-09-2003

הנדון: החזר דאר מעו"ד גל ארליך:

- 1) אני מחזיר לכם את החומר שקיבלתי מכם בדואר
- 2) נא לפנות לעו"ד מנוסביץ המייצג אותי בנדון

ד' אורן ריון



October 8, 2003

Mr. Robert Sheinbein
Ehrlich & Partners
Patent Attorneys

Dear Sir:

Re: Dr. Oren Rosen – Gamida Cell
Follow-up on Letter Dated September 18, 2003

A few days ago, our client Dr. Oren Rosen sent us a group of documents for signature, regarding U.S. patent registrations requests, which were sent to his private address. Our client asked us to inform you of the following:

1. For the last few months, a significant correspondence between the undersigned and your office, as well as the office of Berkman, Wexler, Sahar, Bloom & Co., has taken place.
2. Unfortunately, all the correspondence as well as the negotiations which took place in this matter did not prove fruitful for reasons that are known well to your client.
3. For this reason, I am forced to let you know that due to these circumstances, my client is not willing to go on and cooperate with your client in this matter.

Yours sincerely,

Avner Manusevitz, Attorney
MANUSEVITZ, KORRIN, KULA
& Co.

TRA 1897413v1



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANTS: Peled et al.
SERIAL NUMBER: 10/418,639 EXAMINER: Not Yet Assigned
FILING DATE: April 18, 2003 ART UNIT: 1614
FOR: METHODS OF EXPANDING STEM AND PROGENITOR CELLS AND EXPANDED CELL
POPULATIONS OBTAINED THEREBY

MAIL STOP PETITIONS

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

STATEMENT IN SUPPORT OF TRANSLATION

1. I read and write fluently in both Hebrew and English.
2. I am employed as a Legal Advisor by Mintz Levin, the law firm with which the Attorneys and Agents representing the Applicants on the above-referenced application are affiliated.
3. I have reviewed the letter in Hebrew sent from Oren Rosen to Robert Sheinbein on September 25, 2003, and the letter in Hebrew sent from Avner Mausevitz to Robert Sheinbein on October 8, 2003.
4. I have prepared the accompanying English translations of each letter. The English translations are accurate translations of the original Hebrew text of each letter.

Respectfully submitted,

Yael Biran
c/o MINTZ, LEVIN
One Financial Center
Boston, Massachusetts 02111
Tel: (617) 542-6000
Fax: (617) 542-2241
Customer No.: 30623

Dated: March 16, 2004

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